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VILLAGE OF ESTERO, FLORIDA

ORDINANCE NO. 2019 - 19

**AN ORDINANCE OF THE VILLAGE COUNCIL OF THE
VILLAGE OF ESTERO, FLORIDA, AMENDING
SPECIAL EVENTS PERMITTING PROVISIONS OF
THE CODE PREVIOUSLY ADOPTED BY REFERENCE;
AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Village of Estero was incorporated by referendum held on November 4, 2014; and

WHEREAS, the Charter of the Village of Estero ("Charter") at Section 11, "General Provisions," paragraph (5) "Transitional Ordinances and Resolutions," provides that all applicable lawful Lee County ordinances currently in place at the time of passage of the referendum, unless specifically referenced in the Charter, shall remain in place unless rescinded by the Village Council or unless they are in conflict with an ordinance, rule or regulation of the Village; and

WHEREAS, the Village Council has determined that it is in the best interests and welfare of the Village and its residents to revise certain provisions of the Lee County Code to specifically apply to the Village.

NOW, THEREFORE, be it ordained by the Village Council of the Village of Estero, Florida:

Section 1. Lee County Code Sections amended.

The following sections were included in the Code of Laws and Ordinances, of the Village of Estero, Florida by virtue of their inclusion in the Lee County Code and are hereby amended as ordinances of the Village of Estero. These amendments are not intended to affect the validity of these provisions as laws of Lee County.

Lee County Code Chapter 25 Special Events Permitting, previously adopted by reference is amended to read as follows.

Sec. 25-1. Title.

This chapter is titled and may be cited as the "Estero Special Events Permitting Ordinance."

Sec. 25-2. Definitions.

The following words and phrases, when used in this chapter are defined as follows:

46 Film means a production of a feature film, TV special/commercial/pilot/series,
47 industrial film/video or photography shoot.

48
49 Private property means property that is owned, leased, operated, maintained or
50 controlled by one (1) or more individuals or private entities.

51
52 Public property means property that is owned, leased, operated, maintained or
53 controlled by the village.

54
55 Sale or consumption of alcohol within Estero facilities and public parks means an event
56 being held within a village facility or public park at which alcohol is to be sold or consumed.

57
58 Special event means a temporary preplanned gathering or event of an entertainment,
59 cultural, recreational, educational, political, religious, or sporting nature, or any other nature,
60 that is sponsored by an individual or entity and is open to the public in general with an expected
61 attendance of one thousand (1,000) or more, whether on public or private property.

62
63 Use of village property means an event being held within Estero.

64
65 **Sec. 25-3. Permit.**

66
67 (a) Required. The following event types require a permit:

68 (1) An event that is expected to draw one thousand (1,000) or more persons at any
69 session as participants or spectators, which is proposed to be held on public or private property;
70 and/or

71 (2) An event that is expected to be held on public property or within a village park;
72 and/or

73 (3) An event at which alcohol is expected to be sold or consumed within a village
74 facility or public park; and/or

75 (4) An event at which filming or photography will affect public property or on
76 private property and incorporating pyrotechnics, explosives or other incendiary devices,
77 firearms or use of gunfire or involves stunts of any kind.

78 (b) Application. At least thirty (30) days prior to the scheduled start of the event,
79 the completed application with descriptive plans for all arrangements must be submitted to the
80 community development department along with any applicable fees as outlined in the external
81 fees and charges manual as may be amended from time to time. The applicant must comply
82 with any and all conditions set forth in the application by the required sign-off agencies and as
83 required by the village manager or designee.

84 (c) Conditions. The village reserves the right to establish such additional
85 conditions, criteria or detailed specifications for the special event permit as it may deem
86 necessary to carry out the intent of this article, for the protection of the public health, safety
87 and welfare of the public.

88 (d) Advertising. No person, corporation, partnership, or other organization may
89 advertise, conduct, maintain, or sell or furnish tickets for an outdoor concert or event in Estero
90 unless and until that person or entity has obtained a permit from the village.

(e) Insurance. The applicant, at its sole expense, agrees to procure and maintain in force during the entire term of the application, liability insurance in the amounts determined by village risk management to protect against damages or other claims arising from use of village property by the applicant or its guests. Other limits may also be established by village risk management for events which will be serving or consuming alcoholic beverages at approved village property. The insurance policy must also include coverage for the applicant's contingent liability on damages, claims or losses. "Estero village council" must be named as "additional insured" on the certificate of insurance, and the certificate must be delivered to Estero prior to the applicant's use of the property. The insurance may not be canceled during the term of the event, if this occurs, the village has the right to revoke approvals related to use of the village property for the event, without recourse by the applicant.

(f) Bond. At its discretion, subject to other applicable laws or ordinances, the village may require an indemnity and/or performance security bond for an event. The bond must be with a corporate bonding company authorized to do business in the State of Florida, or a cash bond in the form of a cashier's check payable to the board. The bond must indemnify Estero, its agents or employees against any and all claims arising out of the preparations, conduct or aftermath of the event.

Sec. 25-4. Indemnification.

The applicant agrees to indemnify, release and save harmless the village against any and all claims, costs, demands, damages, judgments or injuries of any nature arising from the conduct or management of, or from any work or thing whatsoever done in or about village property or any building or structure appurtenant thereto or equipment thereof during the term of this permit, or arising during the term of use from any act of negligence of the applicant, applicant's agents, contractors, or employees, or arising from any accident, injury, or damage whatsoever, however caused, to any person or persons, or to any property of any person, persons, corporation or corporations, occurring during the term of this agreement on, in, or about said village property, and from and against all costs, attorney's fees, expenses and liabilities occurring in connection with any such claim or any action or proceeding brought thereon.

Sec. 25-5. Delivery, acceptance and surrender of premises.

(a) The applicant agrees to accept the village property on possession as being in a satisfactory state of repair and in sanitary condition.

(b) The applicant must surrender the premises to the village in the same condition as when the applicant takes possession, allowing for reasonable use and wear, and damage by acts of God. The applicant agrees to remove all business signs or symbols placed on the premises by the applicant before redelivery of the premises to the village, and restore the premises to the condition in which it existed before their placement. Any signs and markings created or used in connection with this event must be temporary and removable; painting roadways, trees or any other fixed object is strictly prohibited. The applicant agrees to clear the village property of litter at the close of the event.

136 **Sec. 25-6. Consideration of application.**

137
138 Upon receipt of the completed application with all required attachments, the village
139 manager or designee must review and make final determination on all applications. The village
140 manager or designee will approve applications when all conditions have been met. The village
141 reserves the right to deny any applications. Should the application be denied, it will be in
142 writing and for good cause. Good cause would be, but not limited to, failure to comply with
143 the necessary arrangements dictated by the sign-off agencies or an event that would create a
144 severe and actual nuisance to the surrounding community.
145

146 **Sec. 25-7. Violations.**

147
148 The village may revoke the event permit granted under this chapter upon the occurrence
149 of any violation of this chapter.
150

151 **Section 2. Effective Date.**

152
153 This ordinance shall become effective immediately upon adoption.
154

155 **PASSED** on first reading this 10th day of July, 2019.
156

157 **PASSED AND ADOPTED BY THE VILLAGE COUNCIL** of the Village of Estero,
158 Florida this 2nd day of October, 2019.
159

160 Attest:

VILLAGE OF ESTERO, FLORIDA

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162
163 By: Kathy Hall
164 Kathy Hall, MMC, Village Clerk
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162
163 By: Bill Ribble
164 Bill Ribble, Mayor
165

166
167 Reviewed for legal sufficiency:

168
169
170 By: [Signature]
171 Derek Rooney, Esq., Assistant Village Attorney
172

173 Vote:	AYE	NAY
174 Mayor Ribble	<input checked="" type="checkbox"/>	<input type="checkbox"/>
175 Vice Mayor Errington	<input checked="" type="checkbox"/>	<input type="checkbox"/>
176 Councilmember Batos	<input checked="" type="checkbox"/>	<input type="checkbox"/>
177 Councilmember Boesch	<input checked="" type="checkbox"/>	<input type="checkbox"/>
178 Councilmember Levitan	<input checked="" type="checkbox"/>	<input type="checkbox"/>
179 Councilmember McLain	<input checked="" type="checkbox"/>	<input type="checkbox"/>
180 Councilmember Wilson	<input checked="" type="checkbox"/>	<input type="checkbox"/>